

Case No. 23787

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Rec'd for Record

May 1 1981 At 2<sup>41</sup> PM

52649-2

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS  
THIS DEED, made this 29th day of April, 1981, by and between  
DENNIS K. FOY and GAYLE R. FOY, his wife, 8524 Fortune Place, Walkersville, Maryland  
party of the first part and Hugh F. Coyle and Thomas F. Ireton, Trustee,  
as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto James W. Rouse & Company, Incorporated,  
whose Post Office address is: P. O. Box 905, Columbia, Maryland 21044

under the laws of the State of Maryland, a corporation organized and existing  
in the principal sum of FORTY-NINE  
THOUSAND ONE HUNDRED AND 00/100 - - - - - Dollars (\$ 49,100.00 ),

with interest from date at the rate of fifteen per centum (15%)  
per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory  
note bearing even date herewith and payable in monthly installments of \$1500.00  
TO SAID NOTE, ACCORDING TO THE SCHEDULE ATTACHED  
commencing on the first day of June, 1981, and on the first day of each month thereafter  
until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall  
be due and payable on the first day of May, 2011. \*\*

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon,  
when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including rea-  
sonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby se-  
cured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter  
mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from  
the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the  
premises, and of one dollar, lawful money of the United States of America, to the parties of the first part

in hand paid by the party of the second part, the  
receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and  
does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described  
land and premises, situated in the County of Frederick and State of Maryland, known and distinguished as

14- BEING KNOWN AND DESIGNATED as Lot numbered Two (2), in Block numbered Sixty-five (65),  
in the subdivision known as "DISCOVERY TOWNHOUSE SECTION VIII PART B", as per plat  
recorded in Plat Book 18, Plat No. 138, among the Land Records of Frederick County,  
Maryland, the improvements thereon being known as 8524 Fortune Place, Walkersville,  
Maryland 21793.

BEING the same lot of ground described in deed of even date herewith and intended to  
be recorded prior hereto among the Land Records of Frederick County from Discovery  
Associates, a Maryland Limited Partnership, to the parties of the first part.

Together with all the improvements in anywise appertaining, and all the estate, right,  
title, interest and claim, either at law or in equity, or otherwise however, of the  
parties of the first part, of, in, to, or out of the said land and premises; and all  
fixtures now or hereafter attached to or used in connection with the premises herein  
described and in addition thereto the following described household appliances, which  
are, and shall be deemed to be, fixtures and a part of the realty, and are a portion  
of the security for the indebtedness herein mentioned; Bath Fans, Screens & Storm Sash,  
Range/Hood, Heat Pump, Dishwasher, Disposal.

Borrower acknowledges that the sum so received from Lender under the Note secured by  
this Deed of Trust is, in whole or in part, the purchase money of the property secured  
hereby.

\*\* DEFERRAL OF INTEREST MAY INCREASE THE PRINCIPAL BALANCE TO \$54,496.61

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or  
in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

By the execution of this instrument, Mortgagors, Grantors or parties of the first part (whichever applies) certify and  
acknowledge that prior thereto they have received both a fully executed agreement as to the contractual rate of interest and  
a loan disclosure statement in connection with the loan secured hereby both as required by Article 49 of the Annotated Code  
of Maryland.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and  
assigns in fee simple.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party  
of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof,  
to take, have, and apply to and for their sole use and benefit, until default be made in the  
payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter  
provided.

AND upon the full payment of all of said note and the interest thereon, and all monies advanced or expended as herein  
provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale  
hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at  
their cost. Prior to the execution and delivery of any partial or complete release, each trustee  
shall be entitled to charge and receive a fee of \$5.00, plus 50 cents for Notary's fee, for each release. The right to charge and  
receive said fee shall be limited to two Trustees.